

1 Michael Patrick Rooney (SBN. 248491)
2 MICHAEL ROONEY LAW OFFICE
3 580 California St. Fl. 16
4 San Francisco, CA 94104
5 Tel: (415) 533-0282
6 Fax: (415) 704-3321

7 Attorney for Adauto REYNOSO, Plaintiff.

8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA**

10 Adauto REYNOSO,

11 Plaintiff,

12 v.

13 PAUL FINANCIAL, LLC et al.

14 Defendants.

15 CASE NO.: CV 09-3225 SC
16 RELATED CASE NO: CV 09-3381 SC

17 Complaint Filed: 6/15/2009

18 **STIPULATION FOR DISMISSAL OF
19 CASE NUMBER CV 09-3381SC AND
20 CONTINUANCE OF NOTICED
21 MOTIONS SCHEDULED FOR
22 SEPTEMBER 11, 2009**

23 **STIPULATION**

24 This Stipulation is entered into by and between Plaintiff, Adauto Reynoso, and
25 Defendant PAUL FINANCIAL, LLC, and Defendant SAXON MORTGAGE SERVICES, INC., by
26 and through their attorneys of record, who have been expressly authorized to enter into and sign this
27 Stipulation.

28 **IT IS HEREBY STIPULATED:**

29 1. The parties agree that case number CV 09-3381 SC is duplicative of case number CV
30 09-3225 SC, and therefore request the dismissal of the duplicative action CV 09-3381
SC.

2. The parties agree that all pending motions scheduled for September 11, 2009 at 10:00 a.m. may be continued to October 23, 2009 at 10:00 a.m.
3. The parties agree that no prejudice shall arise to any of the parties as a result of the dismissal or continuance stipulated hereto.

Dated:

8/6/09

SCHEER LAW GROUP, LLP

By Jonathan Seigel
Attorney for Defendant PAUL FINANCIAL

Dated:

WRIGHT FINLAY & ZAK, LLP

By _____
Jonathan D. Fink, Esq.
Attorney for SAXON MORTGAGE SERVICES

Dated: 08/06/2009

MICHAEL ROONEY LAW OFFICE

By Michael Patrick Rooney, Esq.
Attorney for ADAUTO REYNOSO

[Proposed] ORDER

IT IS SO ORDERED.

Dated: August 10, 2009

Honorable Samuel Conti
Judge of the District Court



08/06/2009 12:47 9494779200

WRIGHT, FINLAY & ZAK

PAGE 02/02

06/14/07 12:30PM HP LASERJET FAX

p.03

1 2. The parties agree that all pending motions scheduled for September 11, 2009 at 10:00
 2 a.m. may be continued to October 23, 2009 at 10:00 a.m.
 3 3. The parties agree that no prejudice shall arise to any of the parties as a result of the
 4 dismissal or continuance stipulated hereto.
 5

6 Dated:

7 SCHEER LAW GROUP, LLP
 89 By _____
 10 Jonathan Seigel
 11 Attorney for Defendant PAUL FINANCIAL
 1213 Dated: *August 6, 2009*14 WRIGHT, FINLAY & ZAK, LLP
 1516 By _____
 17 Jonathan D. Fink, Esq.
 18 Attorney for SAXON MORTGAGE SERVICES
 19

20 Dated: 08/06/2009

21 MICHAEL ROONEY LAW OFFICE
 2223 24 By _____
 25 Michael Patrick Rooney, Esq.
 26 Attorney for ADAUTO REYNOSO
 2728 **[Proposed] ORDER**29 **IT IS SO ORDERED.**30 Dated: August , 200931 Honorable Samuel Conti
 32 Judge of the District Court
 33